



REQUEST FOR QUOTATION

RFQ ED07-0047

Quotations will be received until 5:00 P.M., M.S.T.

July 2, 2007

Curriculum Support
for Failing Schools

ARIZONA DEPARTMENT OF EDUCATION

1535 W. Jefferson, Bin 37
Phoenix, Arizona 85007
Phone (602) 364-2517
Fax (602) 364-0598

Date June 18, 2007

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference

DELIVERY LOCATION: Various]

BUYER: Richard Adickes

VENDOR QUOTATION

Item	Description of Material or Service	Unit	Unit Price
1	Provide services to Indian Oasis Middle School in accordance with the requirements of the Scope of Work	JOB	
2	Provide services to Rice Primary School in accordance with the requirements of the Scope of Work	JOB	
	NOTE: Quote must be all-inclusive		

THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made _____ calendar days after receipt of order. Payment Terms: _____

Company Name

Address

City

State


Zip Code

Phone No. Fa No.

Signature

Date

Typed Name and Title

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	<u>Curriculum Support for Failing Schools</u>	2	Date May 23, 2007
CONTINUATION SHEET			

SCOPE OF WORK

1. Purpose

As required by A.R.S. §15-241, the Arizona Department of Education (ADE) proposes to contract with Curriculum Consultants/Specialists to provide delivery and administration of school curriculums to Arizona Schools that have been designated as Failing to Meet Academic Standards. The focus for this intervention is at the school level, not the district. This initiative provides direct services to schools Failing to Meet Academic Standards in the areas of diagnosing the academic needs of a school, providing instruction from a curriculum aligned with the Arizona Academic Standards, utilizing assessment strategies that are in alignment with the curriculum, and utilizing identifiable benchmarks, and appropriate timelines to determine student progress.

2. Background

Arizona Schools that have been designated as Failing to Meet Academic Standards have been provided assistance from the Arizona Department of Education through site visits from Solutions Teams and Arizona School Site Improvement Support Team (ASSIST) Coaches. The Solutions Teams interviewed school and district personnel as well as parents and involved community members. The Solutions Teams summarized their work in a Statement of Findings that included a prioritized list of recommendations. The ASSIST Coaches worked with the school and district leadership to help develop and implement an action plan that addressed the list of recommendations for improvement. The ADE provides a catalog of professional development/technical assistance on the Arizona Department of Education's website at www.ade.az.gov/schooleffectiveness/Catalog.pdf. Other publication available on the website for use by all schools and districts in our state are:

- *Standards and Rubrics for School Improvement.*
- *Resource Guide for the Standards and Rubrics for School Improvement.*

Educators in the state may also access the Calendar of Events located on our website which provides information regarding upcoming professional development opportunities.

3. Scope of Work

- Work with two schools; Indian Oasis Middle School and Rice Primary School, that are failing to meet academic standards.
- Review the district curriculum documents to determine degree of alignment with Arizona State Standards. Submit the results of the review to ADE Deputy Associate Superintendent for School Improvement and Intervention.
- Work with school administration to determine degree of alignment between the curriculum and the assessment and benchmark documents.
- Work with the school administration to ensure a high degree of alignment between the curriculum and the assessment and benchmark documents.
- Work with school administration to develop a process for communicating aligned curriculum to instructional staff.
- Work with school administration to develop a process for communicating to instructional staff expectations for providing instruction based on aligned curriculum and the use of appropriate assessment tools.
- Work with school administration to ensure that appropriate curriculum maps/pacing guides are in place and acceptable timelines for providing instruction are evident.
- Work with school administration to develop a process for ensuring classroom instruction is aligned with curriculum and assessment documents.

4. Deliverables

- Submit the results of the district curriculum review to ADE Deputy Associate Superintendent for School Improvement and Intervention.
- Submit a summary log of the modifications/improvements implemented at the school level to ADE Deputy Associate Superintendent for School Improvement and Intervention.

5. Qualifications



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[DUE DATE]

Curriculum Support
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3

Date May 23, 2007

CONTINUATION SHEET

Applicants must have:

- a) a working knowledge of the Arizona Academic Standards
- b) experience in curriculum development and aligning curriculum with state standards.
- c) experience with developing formative and summative assessments which are aligned to curriculum
- d) experience in establishing benchmarks that determine student progress.
- e) experience in developing timelines for the implementation of classroom instruction

INSTRUCTIONS AND TERMS & CONDITIONS

Request for Quotation No. ED07-0047

1. **SUBMISSION:** Quotations shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document. Submission shall include a resume which exhibits offeror's experience and the required qualifications.
2. **OPENING:** This is an informal quotation which will not be read at a public opening; however, the information may be publicly reviewed after an award.
3. **STANDARD PROVISIONS:** The State of Arizona's Uniform Instructions and Uniform Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the D.H.S. Procurement Office.
4. **TAXES:** The State of Arizona is exempt from Federal excise Tax, including the Federal Transportation Tax. Sales Tax, if any, shall be indicated as a separate item.
5. **BID REJECTION:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
6. **ERASURE;** Erasures, interlineation or other modifications must be initialed by the individual signing the Request for Quotation.
7. **UNIT PRICE:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.
8. **PAYMENT:** The state will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.
9. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41), Chapter 23 is available at most public libraries; A.C.C.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the D.H.S. Procurement Office.
10. **REASONS FOR CANCELLATION:** Failure to provide materials, supplies or instruments in accordance with specifications or failure to meet the stated delivery commitment shall be cause for IMMEDIATE cancellation of the contract.

SPECIAL TERMS & CONDITIONS

Request for Quotation No. ED07-0047

1. TERM OF CONTRACT (1 YEAR):

The term of the resultant contract shall commence upon award and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

2. CONTRACT EXTENSIONS 2 YEAR MAXIMUM:

The contract term is for a one (1) year period, subject to additional extension as required to complete the project, with a maximum aggregate including all extensions not to exceed two (2) years.

3. OFFER ACCEPTANCE (30 DAYS):

In order to allow for an adequate evaluation, the state requires an offer in response to this solicitation to be valid and irrevocable for thirty (30) days after the opening time and date.

4. CONTRACT TYPE:

☒ Fixed Price

5. ELIGIBLE AGENCIES (LISTED):

Any contract resulting from this solicitation shall be for the exclusive use of the state of Arizona agency designated on the cover sheet of this document.

6. TERMS AND CONDITIONS (ADDITIONAL):

Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.

7. LICENSES:

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

8. INFORMATION DISCLOSURE:

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

9. KEY PERSONNEL:

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

- a. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the state.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify

SPECIAL TERMS & CONDITIONS

Request for Quotation No. ED07-0047

the state, and shall, subject to the concurrence of the state, replace such personnel with personnel of substantially equal ability and qualifications.

10. RECORDS:

Pursuant to provisions of title 35, chapter 1, article 6 Arizona revised statutes section 35-214 and section 35-215 each contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the auditor general, the attorney general, the department of education, procurement office or any agency doing business under this contract.

11. CANCELLATION, 10 DAY NOTICE:

The state reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The state shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract; the contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract;

The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

- a. Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combination of the following remedies.
 - i. Cancel any contract;
 - ii. Reserve all rights or claims to damage for breach of any covenant of the contract;
 - iii. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
- b. In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona procurement code. The state may recover reasonable excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond;
 - iii. Any combination of the above or any other remedies as provided by law.

SPECIAL TERMS & CONDITIONS

Request for Quotation No. ED07-0047

12. INSURANCE

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

SPECIAL TERMS & CONDITIONS

Request for Quotation No. ED07-0047

2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the buyer listed on the cover sheet of this solicitation and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the buyer listed on the cover sheet of this solicitation. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

13. PAYMENT:

The contractor shall submit to the issuing agency, after completion of the task or combination of tasks listed by the issuing agency's task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract. The issuing agency shall process the claim for prompt payment in accordance with the standard operating procedures of the state.

14. CONFIDENTIALITY OF RECORDS:

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the state. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

SPECIAL TERMS & CONDITIONS

Request for Quotation No. ED07-0047

15. NON-EXCLUSIVE CONTRACT:

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the state of Arizona. The state reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the state procurement administrator. Approval shall be at the exclusive discretion of the state procurement administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona procurement code.

16. MULTIPLE AWARDS:

In order to assure that any ensuing contracts will allow the state to fulfill current and future requirements, the state reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the state. The fact that the state may make multiple awards should be taken into consideration by each potential contractor.

17. SUSPENSION OR DEBARMENT CERTIFICATION:

By signing the offer section of the offer and acceptance page, SPO form 203, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The state also may exercise any other remedy available by law.

BUSINESS OWNERSHIP CLASSIFICATIONS

NOTE: THE FOLLOWING REQUESTED INFORMATION IS FOR DATA COLLECTION PURPOSES ONLY

Name of Organization:		
Contact Person:		
Contact Phone:		Fax:
Email:		
Address: Street/PO Box:		
City, State, Zip:		

Primary Business Type (Select One Only):

- | | | |
|---|---|---|
| <input type="checkbox"/> A Authorized Distributor | <input type="checkbox"/> E Factory Representative | <input type="checkbox"/> I Service Firm |
| <input type="checkbox"/> B Broker | <input type="checkbox"/> F Jobber/Wholesaler | <input type="checkbox"/> J Surplus Dealer |
| <input type="checkbox"/> C Construction Firm | <input type="checkbox"/> G Manufacturer | <input type="checkbox"/> K Health Care Provider |
| <input type="checkbox"/> D Consulting Firm | <input type="checkbox"/> H Retailer | <input type="checkbox"/> L Other _____ |

Business Ownership Type (Select Only Those that Apply to Majority Owner(s)).

Business Size:

☐ 1 Non-Small

☐ 2 Small Business (Per ARS §41-1001.14)

Business Owner Type (Check all that apply):

☐ 3 Woman Owned Business

☐ 4 Owned By Disabled Individual (Per ARS §41-1492)

☐ 5 Minority Owned Business (Per 15 CFR §1400.1(a))

If "Minority Owned," please identify:

☐ 6 African-American

☐ 7 Asian-American

☐ 8 Hispanic-American

☐ 9 Native American

APPLICANT CERTIFICATION:

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information requested herein;
2. To the best of my knowledge the elements of information provided herein are accurate and true as of the date; and
3. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with ARS §Title 41 Chapter 9, Article 4 and Executive Order No. 99-4 dated February 8, 1999.

Printed or Typed Name: _____

Title: _____

Signature

Date



CERTIFICATE OF INSURANCE

ARIZONA DEPARTMENT OF EDUCATION

1535 W. Jefferson, Bin 37
Phoenix, Arizona 85007
Phone (602) 364-2517
Fax (602) 364-0598

Solicitation No. ED07-0047

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS

NAME AND ADDRESS OF INSURANCE AGENCY	COMPANY LETTER	COMPANIES AFFORDING COVERAGE
NAME AND ADDRESS OF INSURED	A	
	B	
	C	
	D	

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE
	<input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY FORM			
	<input type="checkbox"/> PREMISES OPERATIONS			
	<input type="checkbox"/> CONTRACTUAL			
	<input type="checkbox"/> INDEPENDENT CONTRACTORS			
	<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD			
	<input type="checkbox"/> PERSONAL INJURY			
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE			
	<input type="checkbox"/> EXPLOSION & COLLAPSE (IF APPLICABLE)			
	<input type="checkbox"/> UNDERGROUND HAZARD (IF APPLICABLE)			
	<input type="checkbox"/> COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)			
	<input type="checkbox"/> UMBRELLA LIABILITY			
	<input type="checkbox"/> WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY			

State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER	DATE ISSUED
	AUTHORIZED REPRESENTATIVE